

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

CHRISTOPHER C. JOHNSON.,

Plaintiff,

vs.

SUNRISE CREDIT SERVICES INC., CAINE &
WEINER COMPANY INC, CREDIT
MANAGEMENT LP.

Defendant.

Case No.: 3:23-cv05845-DGE

COMPLAINT

Jury Trial: ☒ Yes ☐ No

INTRODUCTION

1. This is a civil action for actual, punitive, statutory damages and cost brought by Christopher C. Johnosn hereinafter, ("Plaintiff") an individual consumer, against defendants, Sunrise Credit Services INC, Caine & Weiner Company INC, and Credit Management, LP., hereinafter ("Defendants") for violations of the Fair Credit Reporting Act, 15 U.S.C § 1681 et seq. (hereinafter "FCRA").

BASIS OF JURISDICTION

1
2 8. Defendants are “debt collectors” as that term is defined by 15 U.S.C. § 1692a (6).

3
4 9. The acts of Defendant as described in this Complaint were performed by Defendant or
5 on Defendant’s behalf by its owners, officers, agents, and/or employees acting within the scope
6 of their actual or apparent authority. As such, all references to “Defendant” in this Complaint
7 shall mean Defendants or their owners, officers, agents, and/or employees.

8
9 **FACTUAL ALLEGATIONS**

10
11 10. On or about September 17, 2023, Plaintiff reviewed his Experian consumer report #
12 4027-6305-69.

13
14 11. In the report the Plaintiff observed an unauthorized inquiry from the Defendants.

15
16 12. Defendant Sunrise Credit Services INC unauthorized inquiry was made on
17 12/14/2018, See Exhibit A.

18
19 13. Defendant Caine and Weiner Company INC unauthorized inquiry was made on
20 10/16/2019, See Exhibit A.

21
22 14. Defendant Credit Management LP unauthorized inquiry was made on 10/29/2019,
23 See Exhibit A.

1 15. Plaintiff never initiated a consumer credit transaction with Defendants nor had an
2 account with the defendant.

3
4 16. Plaintiff never entered into a contract with the Defendants.

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6 17. Plaintiff never gave any consent to Defendants to access his consumer report.

7
8 18. Plaintiff has the interest and right to be free from deceptive, misleading collection
9 efforts.

10
11 19. Plaintiffs have the interest and right to privacy from individuals including defendants
12 of unauthorized access of personal identifiable information in his consumer report.

13 ***Plaintiffs Damages***

14 20. Plaintiff's injury is "particularized" and "actual" in that the conduct that deprived
15 Plaintiff of his rights was directed by Defendants to Plaintiff specifically.

16
17 21. Plaintiff's injury is "particularized" and "actual" in that the Plaintiff has suffered
18 emotional distress from the Defendants unauthorized access of his credit report.

19
20 22. Plaintiff's injury is "particularized" and "actual" in that the Plaintiff has suffered an
21 invasion of his privacy. This intrusion into the Plaintiffs personal information has caused a
22 feeling of vulnerability, worry and anxiety which lead to sleeplessness and headaches.

1 23. Plaintiff's injury is "particularized" and "actual" in that the Plaintiff has suffered fear
2 and anger over the invasion of his privacy.

3
4 24. "Plaintiff's injury is both "particularized" and "actual" as the Plaintiff has incurred a
5 loss of time due to research and learning necessitated by the defendant's invasion of privacy."

6
7 25. Plaintiff's injury is directly traceable to defendant's conduct because if it weren't for
8 the defendant's conduct, Plaintiff would not have been deprived of his rights and would not have
9 been subject to the emotional distress, anxiety, worry and invasion of privacy caused by the
10 defendants actions.

11
12 26. Defendant's conduct as described in this complaint was willful, with the purpose
13 to either harm the Plaintiff or with reckless disregard for the harm to Plaintiff that could
14 result from defendant's conduct.

15
16 27. Plaintiff justifiably fears that, absent this court's intervention, defendants will
17 continue to use abusive, deceptive, unfair, and unlawful means in its attempts to collect alleged
18 debts and invade consumers privacy by continuing to access consumers information without
19 permissible purpose.

20
21 28. The deprivation of Plaintiff's rights will be redressed by a favorable decision
22 herein.

23
24 29. A favorable decision herein would redress Plaintiff's injury with money damages.

1
2 30. A favorable decision herein would serve to deter Defendants from further similar
3 conduct.

4 31. This action is timely filed and falls within the statute of limitations in accordance with
5 15 U.S.C. § 1681p: (1) 2 years after the date of discovery by the plaintiff of the violation. (2) 5
6 years after the date on which the violation that is the basis for such liability occurs.

7
8
9 **COUNT 1 VIOLATION OF THE FAIR CREDIT REPORTING ACT**
10 **15 U.S.C § 1681b(f) DEFENDANTS SUNRISE CREDIT SERVICES INC., CAINE**
11 **& WEINER COMPANY INC, CREDIT MANAGEMENT LP**

12
13 32. All preceding paragraphs are realleged.

14
15 33. Defendants actions violated 15 U.S.C § 1681b(f). Permissible Purpose.

16
17 34. The Defendant violations include but are not limited to the following:

18
19 (a) The Defendants violated 15 U.S.C § 1681b(f) by failing to have permissible purpose
20 to obtain Plaintiffs consumer report pursuant to 15 U.S.C § 1681b.

21
22 (b) Defendants did not have a court order to obtain Plaintiff consumer report.

23
24 (c) Plaintiff never gave written permission for the Defendants to obtain his consumer
report.

1
2 (d) Plaintiff does not have an account, which is defined under and has the same meaning
3 under the Electronic Funds Transfer Act 15 U.S.C § 1693a (2), with Defendants.
4

5 (e) Pursuant to the Electronic Funds Transfer Act 15 U.S.C § 1693a the term “account”
6 means a demand deposit, savings deposit, or other asset account (other than an occasional or
7 incidental credit balance in an open end credit plan as defined in section 1602(i) [1] of this title),
8 as described in regulations of the Bureau, established primarily for personal, family, or
9 household purposes, but such term does not include an account held by a financial institution
10 pursuant to a bona fide trust agreement;
11

12 (f) Defendants do not have an account with the Plaintiff according to the definition
13 above.
14

15 30. As a result of this conduct, Plaintiff suffered damage of invasion of privacy which led
16 to anxiety, emotional distress, loss of time, fear, and loss of sleep.
17

18 35. As a result of the defendants’ violations of the Fair Credit Reporting Act, the
19 Defendants are liable under 15 U.S.C § 1681n(a)(1)(B) for damages of \$1000 per violation and
20 15 U.S.C § 1681n(a)(2).
21
22
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24

JURY DEMAND AND PRAYER FOR RELIEF

Wherefore, Plaintiff Christopher C. Johnson, respectfully demands a jury trial and request that judgment be entered in favor of the Plaintiff against the Defendants for:

(a) Violating the Fair Credit Reporting Act

(b) Damages pursuant to 15 U.S.C § 1681n(a)(1)(B) of \$1000 per violation.

(c) Punitive damages as the court may allow pursuant to 15 U.S.C § 1681n(a)(2) and for such other and further relief as the court may deem just and proper.

CERTIFICATION AND CLOSING

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

DATED: 9-18-2023


Christopher C. Johnson
5613 121st Street Court E #1
Puyallup, WA 98373
cejay80@gmail.com
206-331-2202

9/16/23, 9:31 PM

Experian

**MYFICO
CONSUMER
SERVICES**Inquired on
08/15/20202665 LONG
LAKE RD,
ROSEVILLE MN
55113
(800) 319-4433**EXPERIAN CS
IDENTITY**Inquired on
08/12/2020535 ANTON
BLVD,
COSTA MESA CA
92626**FINGERHUT/WE
BBANK**Inquired on
08/09/20206250
RIDGEWOOD RD,
SAINT CLOUD
MN 56303
(866) 734-0342**WEBBANK/FING
ERHUT**Inquired on
08/09/20206250
RIDGEWOOD RD,
SAINT CLOUD
MN 56303
(866) 734-0342**EXPERIAN**Inquired on
08/03/2020,
07/20/2020 and
07/06/2020475 ANTON
BLVD,
COSTA MESA CA
92626
(866) 252-8809**EXPERIAN**Inquired on
07/06/2020

None Provided

EXPERIANInquired on
06/23/2020475 ANTON
BLVD,
COSTA MESA CA
92626
(866) 673-0140**LENDINGPOINT
LLC**Inquired on
05/29/20201201 ROBERTS
BLVD NW STE
200,
KENNESAW GA
30144
(844) 885-8713**INTERNAL
REVENUE
SERVICE**Inquired on
02/28/20204057
CARMICHAEL
RD,
JACKSONVILLE
FL 32207**INTERNAL
REVENUE
SERVICE**Inquired on
02/28/2020250 MURALL DR,
KEARNEYSVILLE
WV 25430**CREDIT
MANAGEMENT,
LP**Inquired on
10/29/20196080 TENNYSON
PKWY STE 100,
PLANO TX
75024
(877) 741-7302**CAINE & WEINER
COMPANY I**Inquired on
10/16/20195805
SEPULVEDA
BLVD FL 4,
VAN NUYS CA
91411
(818) 908-2121**SUNRISE CREDIT
SERVICES**Inquired on
12/14/2018260 AIRPORT
PLAZA BLVD,**PROGRESSIVE
INSURANCE**Inquired on
11/13/20186300 WILSON
MILLS RD,

EXHIBIT A